

*Lakecrest III*  
*Homeowners' Association*  
*Adult Living*

AMENDED DECLARATION OF COVENANTS, EASEMENTS,  
CONDITIONS, AND RESTRICTIONS

AND BYLAWS

If a Realtor is obtained, the enclosed documents must be presented to him/her. The information should be discussed.

If any Unit is sold, the enclosed documents must be turned over to the new owner(s) of that Unit.

A form must be signed by the new owner prior to occupancy stating that he/she has read and acknowledged the existence and knowledge of the enclosed documents.

Amended September 2005

This amended declaration is made by the undersigned unit owners who collectively hold at least 75 percent of the total outstanding votes of the Lakecrest III Homeowners' Association. The owners of the 25 units are "declarants" this 7th day of September, 2005.

WITNESSETH:

The declaration heretofore recorded in the office of the Utah County Recorder in the State of Utah on March 24, 1986, as No. 8424 is hereby amended and continues in full force and effect.

### I. DEFINITIONS

**Act** shall refer to the Condominium Ownership Act contained in Title 57, chapter 8 of "Utah Code annotated."

**Association** shall refer to the Unit Owners acting as a group in accordance with this Declaration, the Bylaws, and the Act.

**Building** shall refer to a structure containing Units comprising a part of the Project.

**Common Areas or Common Areas and Facilities** refers to the real property that this Declaration submits to the provisions of the Act, including the entire Tract and all landscaping, sidewalks, walkways, parking areas, private streets or roadways located thereon, but excluding all Condominium Units, and all other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management, including any central services such as power, light, gas, lawn sprinklers, and other installations existing for common use.

**Common Expenses** shall refer to all items and sums described in the Act that are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the Bylaws, such rules, regulations and other determinations and agreements pertaining to the Condominium Project as the Management Committee or the Association may from time to time adopt.

**Condominium Unit or Unit** shall refer to one of the residential living units including garages in the Project intended for independent use, together with the undivided interest in and to the Common Areas and Facilities appertaining to that Unit and shall include anything located within or without said Unit but designated and designed to serve only that Unit, such as decks, appliances, electrical receptacles and outlets, air conditioning compressors, and other air conditioning apparatus. Fixtures and the like shall also be considered part of the Unit, as shall all decorated interiors, all surfaces of interior structural walls, floors, and ceilings, windows and window frames, doors and door frames, and trim consisting of among other things, wallpaper, paint, flooring, carpeting, and tile. All pipes, wires, conduits or other public utility lines or installation constituting part of a particular unit or serving only that Unit, and any structural members of any other property of any kind, including

fixtures and appliances within any Unit, which are not removable without jeopardizing the soundness, safety, or usefulness of the remainder of the building within which the Unit is situated, shall be considered part of the Unit.

**Declaration** shall refer to this Declaration of Covenants, Easements, Conditions, and Restrictions as modified, amended, supplemented, or expanded in accordance with law. Any ambiguities, omissions, and/or conflicts shall be construed to comply with the provisions of the Act.

**Management Committee** shall refer to the Committee as provided in this Declaration charged with and having the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the Project.

**Mortgage** shall mean and include both a recorded first mortgage on one or more Condominium Units and a recorded first deed of trust on one or more Condominium Units.

**Limited Common Area** shall mean and refer to those Common Areas reserved for the exclusive use by a certain Unit or Units to the exclusion of the other Units. Limited Common Areas include driveways extending from the streets to the Units.

**Owner or Unit Owner** shall refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Unit.

**Project** shall refer to the entire Lakecrest III Condominium Development.

**Single Family Residential Housing** shall mean an individual Unit of a planned residential development, arranged or designed to be occupied by one family. For the purposes of this definition, family shall mean: (1) an individual living alone; (2) two or more persons related by blood, marriage, adoption, and their children and foster children, or (3) up to three unrelated individuals who live and cook together as a single housekeeping unit. The definition of family includes up to two nonpaying guests if they live and cook together with the family as a single dwelling unit. (See City of Orem Ordinance).

## II. GENERAL PROVISIONS

**1. Undivided Interest In Common Areas.** Each Unit Owner shall have a right of enjoyment of the Common Area and an equal undivided interest in and to the Common Areas.

**2. Unit Maintenance.** Each unit owner shall at his/her own expense maintain, repair, paint, repaint, tile, wax, paper, or otherwise finish and decorate the interior walls and trim the interior surfaces of the walls, ceilings, floors, windows, passage doors, and storm doors forming the boundaries of his/her Unit and all walls, ceilings, floors, windows, and doors within such boundaries. In addition to decorating and keeping the interior of the Unit in good repair and in a clean and sanitary condition, he/she shall be responsible for the maintenance, repair, or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator, dishwasher, disposal equipment, range, or other appliances or fixtures that may be in or connected with the Unit.

**3. Maintenance of Limited Common Area.** Each owner shall keep the Limited Common Areas designed for use in connection with his/her Unit in a clean, sanitary, and attractive condition at all times. Outside painting will all be the same and paid by Condo Association Fees.

**4. Easement for Encroachment.** If any part of the Common Areas shall encroach upon a Unit, an easement for such encroachment and for the maintenance shall and does exist. If any part of a unit shall encroach upon the Common Areas or upon an adjoining Unit, an easement for such encroachment and for maintenance shall and does exist. Such encroachments shall not be considered to be encumbrances either in the Common Areas or the Units. Such encroachments include but are not limited to encroachments caused by setting, raising or shifting of the earth, or by changes in position caused by repair of any part of the Project.

**5. Access for Repair of Common Areas.** The Management Committee or its agent shall have access to Common Areas that are accessible only through the Units during reasonable hours as may be necessary for the maintenance, repairs or replacements and with the knowledge of the Unit owner.

### **III. MANAGEMENT COMMITTEE**

**1. Management Committee Authority.** The Project shall be managed, operated, and maintained by the Management Committee as agents for the Association. The Committee shall constitute a legal entity capable of dealing in the committee's name. The Management Committee shall have the following authority and powers:

- a. The authority to establish reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out its function or to ensure that the project is maintained and used for the benefit of the Unit owners. This authority includes the ability to adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish fines for violations and for any infraction thereof.
- b. The authority to execute and record amendments to the Declaration that have been approved by vote or consent necessary to authorize such amendments.
- c. The power to sue and be sued.
- d. The authority, with appropriate consents of the owners, to enter into contracts, to convey or transfer any interest in real property, and to purchase any interest in real property.
- e. The power and authority to perform any other acts, subject to the rights of the Association, which may be necessary for the Management Committee to perform its assigned functions.

**2. Composition of Committee.** The Management Committee shall be composed of seven (7) members elected for three-year terms on a staggered basis. Members may be reelected for

additional three-year terms. Only Unit owners shall be eligible for committee membership. In the event a committee seat becomes vacant, the remaining committee members shall elect a replacement to sit on the committee until the expiration of that term for which the member being replaced was elected.

**3. Rights and Duties.** The Management Committee shall be responsible for the general management of the Project. It is understood that the Committee has the obligation to maintain the Common Areas. The Management Committee may carry out any of its functions that are capable of delegation through a Manager. The Committee may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, as well as such other personnel as the Committee shall determine to be necessary or desirable for the proper operation of its function in the Project. The Committee may arrange with other persons to furnish snow removal, ground maintenance, and other common services.

**4. Rules and Regulations.** The Management Committee may make reasonable rules and regulations governing the operation and use of the Common Areas and of other matters over which it has jurisdiction, which rules and regulations shall be consistent with the rights and duties established in this Declaration and the Bylaws. The Committee may suspend any Owner's voting rights at the meeting of Unit Owners during any period or such periods during which such Owner fails to comply with such rules and regulations or with any other obligations under this Declaration. The Committee may also take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations or to obtain equitable remedies or damages for noncompliance, all to the extent provided by law.

**5. Capital Improvements.** No structural alterations, capital additions to, or capital improvements of the Common Areas requiring an expenditure in excess of \$3,000 shall be made without the prior approval of the Unit Owners holding a majority of the voting power.

**6. Extended Rights.** The Management Committee may exercise any other right or privilege given to it expressly by this Declaration or Bylaw and every other right or privilege reasonably necessary to carry out any such right or privilege.

#### IV. ASSESSMENTS

**1. Agreement to Pay Assessments.** Each Owner shall be deemed to covenant and agree to pay annual assessments for the purposes provided in this Declaration. Such assessments shall be fixed, established, and collected in the manner provided by the Management Committee, who has power to assess. These assessments shall be based upon advance estimates of cash requirements to provide for the estimated Common Expenses for the maintenance and operation of the Project, which estimates may include among other things, expenses of management, taxes, premiums for insurance that the Management Committee is required or permitted to maintain, common lighting, water, repair and maintenance of the Common Areas, wages for employees, legal and accounting fees, creation of a reasonable contingency reserve, surplus and/or sinking fund, or any other expenses and liabilities that may be incurred for the benefit of the Owners.

**2. Collection of Assessments.** Annual assessments shall be made on a calendar year basis. The Committee shall give written notice to each Owner as to the amount of the annual assessment not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the changed assessment. The first monthly assessment becomes due and payable upon the date a Unit Owner purchases his/her Unit. The assessment is due monthly on the first day of the month. Failure to pay the assessment by the fifth of the month will result in a late fee. After two warnings, one verbal and one written, Unit Owners will be charged \$5 per day until the assessment is up to date. Individual situations may be waived by the Committee depending on the nature of the circumstances.

**3. Special Assessments.** In addition to the annual assessments, the Management Committee may levy special assessments, payable over such period as the Management Committee may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Areas of the Project or any other part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. Notice in writing of the amount of such special assessment and the time for payment shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. Failure to pay the assessment by date specified will result in a late fee. After two warnings, one verbal and one written, Unit Owners will be charged \$5 per day until the assessment is up to date unless special arrangements are made with the Management Committee.

**4. Liens for Unpaid Assessments.** All sums assessed, together with interest, and all costs and expenses incurred, with or without suit or before or after judgment, in collecting delinquent accounts or foreclosing against the Condominium Units concerned, shall be secured by a lien on such Unit in favor of the Association and shall be a lien upon the Unit prior to all other liens and encumbrances, except property taxes and special assessments and encumbrances on the interest of the Unit Owner recorded prior to the date that notice of the lien is recorded, which by law would be a lien prior to subsequently recorded encumbrances. A release of notice of lien shall be executed by the Management Committee and recorded in the Office of the County Recorder of Utah County, Utah, upon payment of all sums owed and secured by the lien. A purchaser may request, upon payment of a reasonable fee not to exceed \$10, a written statement setting forth the amount of the unpaid assessments, if any, of any Unit. The purchaser shall be jointly and severally liable with the seller for all unpaid assessments against the Unit.

**5. Unit Taxes.** Each Unit Owner will pay all taxes and assessments levied by local authorities that may be assessed against such owner relative to the Unit.

**6. Unit Insurance.** Unit Owners may obtain additional condo insurance at their own expense and are expected to do so, so long as such additional insurance does not have the effect of decreasing the amount that may be realized under any policy maintained by the Committee.

## V. RESTRICTIVE USES

**1. Single Family Housing Use.** Each of the Units is intended to be used for single family residential housing only and is restricted to such use. No unit shall be rented or leased. Adult family members may occupy a unit in the absence of the owner with the approval of the

Management Committee. Not more than one family Unit may be maintained in or on a Unit within the project; however, live-in help and immediate family members, their spouses, and children will be permitted to occupy the premises with the Unit owner.

**2. Common Areas.** There shall be no obstruction of the Common Areas by the Owners, their guests, or invitees without the prior written consent of the Management Committee. The Management Committee may prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Unit or the Common Areas. Nothing shall be kept on, stored on, altered on, constructed in, or removed from any part of the Common Areas without prior written consent of the Management Committee.

**3. Resident Parking.** Resident cars must be parked in the garages, driveways, or the overflow areas on 240 North and in the gated area. Failure of residents to comply will result in a fee. Residents should suggest to visitors that they also comply with that parking regulation as much as possible. After two warnings, one verbal and one written, Unit Owners will be charged \$5 per day until the repeated problem is corrected.

**4. Driving Restrictions.** Speed limit within the Project shall be no more than 10 miles per hour.

**5. Harmful Activities.** Nothing shall be done or kept in any Unit or in the Common Areas that would result in cancellation of or an increase in the cost of insurance or would violate any statute, rule, ordinance, permit, or other validly imposed requirements of any governmental body. Any owner or invitee of any Owner shall commit no damage to or waste of the Common Areas. Any such Owner shall indemnify and hold the Management Committee and other Owners harmless against all loss resulting from such damage or waste.

**6. No Smoking.** No noxious, destructive, or offensive activity including smoking and illicit drugs shall be carried on in any Unit including garage or in the Common Areas nor shall anything be done that may be an annoyance or nuisance to any other Owner or to any person at any time lawfully residing in the Project. The "No Smoking" policy is in compliance with the Utah Clean Air Act.

**6. Noise Ordinance.** Orem City Curfew/Sound ordinances state that neighbors are entitled to experience quiet time from 10:30p.m. through 7:00a.m. every day.

**7. Animals.** Residents of the Units may keep one small animal (dog or cat) not to exceed 12 pounds. The animal must be approved by the Management Committee. An approval and agreement form must be signed before the animal is brought on to the property. Failure to control and clean up after animal will result in disciplinary action from the Committee. The Owner will be assessed a \$50 fee the first time that he/she is found not in compliance due to complaints, \$100 the second time, continuing to increase with each additional complaint.

The Orem City Animal ordinance cited below will be in force also within the Association:

**5-1-9. Nuisance animals.**

A. Any animal which does any of the following shall be deemed a nuisance:

1. Causes damages to the property of anyone other than its owner or custodian.
2. Causes unreasonable fouling of the air by odors.

3. Defecates on any public street, sidewalk, park, or building, or on any private property without the consent of the owner of the property, unless the owner or custodian of the animal shall immediately remove any such defecation to his own property.
  4. Barks, whines, or howls or makes other disturbing noises in an excessive or continuous fashion.
  5. Molests passers-by or chases passing vehicles.
  6. Is determined by the Department of Public Safety or Utah County Health Department to be a public nuisance by virtue of being offensive or dangerous to the public health, welfare or safety.
  7. Any animals which, by virtue of the number maintained, are determined by the Department of Public Safety to be offensive or dangerous to the public health, welfare or safety.
- B. It shall be unlawful for any person to have any animal determined to be a nuisance within the City.
- C. Whenever a complaint is made to the City that an animal constitutes a nuisance as defined above, the Animal Control Supervising Officer shall conduct an investigation of the alleged nuisance. If he finds reasonable cause to believe that a nuisance exists, he shall notify the owner or custodian of the offending animal that the nuisance must be abated within two (2) days. The Supervising Officer shall specify the method of abatement. If the owner or custodian fails to abate the nuisance in a timely fashion, or if the Supervising Officer determines that a nuisance animal constitutes an immediate threat to the public health, safety or welfare, he may impound the animal pending a judicial determination of the status of the animal as a nuisance.

**5-1-10. Animals running at large.**

It shall be unlawful for any animal to be at large at any time within the corporate limits of the City. The owner or custodian of any animal which is at large shall be strictly liable for a violation of this section, regardless of the precautions taken to prevent the escape of the animal and regardless of lack of knowledge of the offense at the time it occurs.

**5-1-11. Sanitation.**

Where any animal defecates on any street, sidewalk or other public place or on any private property without the consent of the owner of the property, it shall be unlawful for the owner or custodian of the animal to fail to clean up the defecation and remove it to his own property for proper disposal.

**15-1-13. Violation.**

Any person violating any provisions of this Chapter, shall be subject to a fine in an amount not to exceed one thousand dollars (\$1,000.00) or imprisonment for a period not to exceed six (6) months, or by both such fine and imprisonment. The City may also order the animal associated with a violation of this Chapter either destroyed or removed from the City. Each day a violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

(Ord. No. 661, Revised, 04/10/90)



**8. Violation of Rules and Regulations.** No Owner shall violate the rules and regulations for the use of the Units and the Common Areas as adopted from time to time by the Management Committee or allow guests to do so. Violation of rules will result in fees or removal of voting rights.

## **VI. MEMBERSHIP AND VOTING RIGHTS**

All owners of units within the project shall be automatic members of the Association and such membership shall be appurtenant to and may not be separated from ownership of any unit. In voting on affairs of the Association, one vote shall be allotted to each unit which vote shall be determined, in cases involving ownership by more than one person or entity, by the majority in interest in that unit. Voting rights may be removed by Committee if member fails to comply with rules.

## **VII. ARCHITECTURAL CONTROL**

**1. Alterations.** No structural alterations to the outside of any Unit shall be made by any Owner without the prior written consent of the Management Committee.

**2. Commercial Activity.** No commercial activity may be conducted upon or within the Properties. No commercial signs may be placed on Condominium property. Yard sales or garage sales must have the approval of the Committee.

**3. Covenants Run With Land.** This declaration and all the provisions hereof shall constitute covenants that run with and bind the land and shall be binding upon and shall inure to the benefit of declarant, all parties who heretofore acquired or hereafter acquire any interest in a Unit or in the Common Areas, the respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. Each Unit Owner or occupant of a Unit shall comply with, and all interests in all Units or in the Common Areas shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and terminations contemplated by this Declaration. By acquiring any interest in a Unit Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

## **VIII. AMENDMENTS**

This Declaration may be amended by, and only by, an instrument recorded in the Utah County Recorder's Office that is executed by Unit Owners who collectively hold at least 75 percent (19 units) of the total outstanding votes in the Association.

## **BYLAWS OF LAKECREST III**

### **Article I: Plan of Ownership**

**Section 1. Project.** The Project located on the real property legally known as Lakecrest III is located in Utah County, State of Utah, and is described as follows:

Commencing at a point located SW 00° 45' 00" E along the ¼ section line 913.57 feet and East 110.90 feet from the N ¼ corner, Section 15, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along the arc of a 64.00 foot radius curve to the right 42.28 feet (Chd. bears S 17° 10' 10" W 41.51 feet); thence along the arc of a 35.00 foot radius curve to the left 22.53 feet (Chd. bears S 17° 39' 07" W 22.14 feet); thence S 00° 45' 00" W 192.90 feet; thence S 89° 41' 50" E 233.36 feet; thence N 01° 45' 20" W 80.00 feet; thence N 89° 41' 50" W 124.55 feet, thence N 01° 45' 20" W 85.00 feet to the point of beginning. Area = 1.45 acres.

**Section 2. Bylaws Applicability.** The provisions of these Bylaws are applicable to the Project and the definition of terms as used herein shall be the same as those set forth in the Declaration.

**Section 3. Personal Application.** All present or future Owners or any other person who might use the facilities of the Project in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition of any Unit will signify that these Bylaws are accepted, ratified, and will be complied with. An acknowledgment form must be signed before the resident occupies the Unit.

### **Article II: Voting Regulations**

**Section 1. Voting.** Each unit shall have one vote on condominium matters. Except as noted otherwise in this Declaration and these Bylaws, voting will be on a majority basis (13 units).

**Section 2. Proxy.** Votes may be cast in person or by Proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

### **Article III. Administration**

**Section 1. Association Responsibilities.** The Owners of the Units will constitute the Lakecrest III Condominium Association. The Association shall elect the Members of the Management Committee who will administer the Project, establish and collect monthly assessment and, where applicable, special assessments, and arrange for the operation, maintenance and management of the Project on behalf of the Association.

**Section 2. Annual Meeting.** The annual meeting shall be held in September of each year at a suitable place convenient to the Owners as designated by the Management Committee. At this

meeting, the Management Committee members shall be elected in accordance with the Declaration. The Owners may also transact such other business of the Association as may properly come before them.

**Section 3. Special Meetings.** The President may call a special meeting of the Owners as directed by resolution of the Management Committee or on a petition signed by at least 33 percent of the Owners and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice except by consent of 80 percent of the owners present, either in person or by proxy. Written notice of meetings will be given at least 5 days in advance.

**Section 4. Quorum.** A Quorum constitutes 50 percent of the Owners. If any meeting cannot be organized because a quorum is not present, the Owners who are present in person or by proxy may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

**Section 5. Order of Business.** The order of business at the Association meetings shall be as follows:

- a. Roll call
- b. Reading of minutes of preceding meeting
- c. Reports of officers
- d. Reports of committees
- e. Election of Management Committee members
- f. Unfinished Business
- g. New Business

#### **ARTICLE IV: MANAGEMENT COMMITTEE**

**Section 1. Qualifications.** The Association's affairs shall be governed by a Management Committee composed of 7 members, all of whom shall be Owners or spouses of Owners of Units in the Project. The principal officers shall be a President, Vice President/Secretary, and Treasurer. Other officers will have additional responsibilities as determined by the Management Committee. Responsibilities are defined as follows:

**President.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Management Committee. He/She shall have all of the general powers and duties that are usually vested in the office of President of a similar type association, including but not limited to, the power to appoint committees from among the Owners from time to time as may be appropriate to assist in the conduct of the Association's affairs.

**Vice President/Secretary.** The Vice President/Secretary shall take the place of the President and perform those duties whenever the President shall be absent or unable to act. If neither the President or Vice President is able to act, the Management Committee

shall appoint some other Member of the Committee to do so on an interim basis. The Secretary shall keep the minutes of all meetings of the Management Committee and the minutes of the Association. The minutes will be presented to the members. He/She shall have charge of such books and papers as the Management Committee may direct and shall make all money deposits of Association funds.

**Treasurer.** The treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association and shall prepare a financial statement and projected budget for each fiscal year.

**Section 2. Powers and Duties.** The Management Committee shall have the powers and duties necessary for the administration of the Association's affairs, including but not limited to the following:

Care, upkeep and surveillance of the Project, Common Areas, and facilities.

Collection of monthly assessments from each Owner.

Designation and dismissal of personnel necessary for the maintenance and operation of the Project, Common Areas and Facilities, and Limited Common Areas and Facilities.

**Section 3. Management Agent.** The Management Committee may employ on behalf of the Association a Manager, at a compensation established by the Committee, to perform such duties and services as the Committee shall authorize.

**Section 4. Election of Officers.** Members of the Management Committee shall be elected for three-year terms on a staggered basis. The Members shall hold office until their successors have been elected. Members may be reelected for additional 3-year terms.

**Section 5. Vacancies.** Vacancies in the Management Committee caused by any reason other than the removal of a Member by a vote of the Association shall be filled by vote of a quorum of the remaining Members of the Committee, and each person so elected shall be a Member until a successor is elected at the next annual meeting of the Association.

**Section 6. Removal of Committee Members.** At any regular or special meeting, any one or more of the Members may be removed with or without cause by a majority of the Owners and a successor may then and there be elected to fill the vacancy thus created. A Committee Member whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

**Section 7. Organization Meeting.** The first meeting of the newly elected Management Committee shall be held within 10 days of election at such place as shall be fixed by the Members at the meeting at which such Committee Members were elected, and no notice shall be necessary to the newly elected Members in order to legally constitute such meeting, provided a majority of the whole Committee shall be present.

**Section 8. Regular Meetings.** Regular meetings of the Management Committee may be held at such time and place as shall be determined from time to time, by a majority of the Members but at least two such meetings shall be held during each fiscal year. Notice of the meetings shall be given to each Member at least three days prior to the day named for such meeting.

**Section 9. Management Committee's Quorum.** At all meetings of the Management Committee, a majority of the Members shall constitute a quorum for the transaction of business, and the acts of the quorum shall be the acts of the Management Committee. If, at any meeting, there is less than a quorum present, the Members present may adjourn the meeting, and it shall be rescheduled.

## **ARTICLE V: OBLIGATION OF OWNERS**

**Section 1. Assessments.** All Owners are obligated to pay monthly assessments imposed by the Management Committee to meet all Project Common Expenses. Such assessments shall include monthly payments to a general operating reserve and a reserve fund for replacements. Assessments shall be subject to change as deemed necessary by the Management Committee. Each Unit Owner shall pay his/her own utility costs, which shall be individually metered in the Project.

**Section 2. Maintenance and Repair.** Every Owner must perform promptly all maintenance and repair work within his/her own Unit which, if omitted, would affect other Owners and is expressly responsible for the damages and liabilities that his/her failure to do so may engender.

All repairs of internal installations of the Unit such as water, lights, gas, power, sewage, telephones, air conditioning, sanitary installations, doors, windows, lamps, and all other accessories belonging to a Unit shall be at the Owner's obligation and expense.

An Owner shall reimburse the Management Committee for any expenditure incurred in repairing or replacing any Common Areas or Facility damaged through his/her fault and such expenditure shall be added to and become an assessment to which the Unit of such Owner is subject. Each Unit Owner is responsible for the interior maintenance of his/her Unit.

In addition to maintenance upon the Common Areas, the Management Committee shall provide exterior maintenance on each Unit, which is subject to assessment as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such maintenance shall not include glass surfaces. In the event that the need for maintenance or repair of a Unit or the improvements thereon is caused through the willful or negligent acts of the family, guests, or invitees of the Owner of the Unit needing such maintenance and repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Unit is subject.

**Section 3. Changes to Individual Units.** All Units shall be used for single family residential purposes only.

An Owner shall not make structural modifications or alterations in or to the outside of his/her Unit or installations located out of Buildings without previously notifying the Management Committee in writing. The Committee shall have the obligation to answer within 20 days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification.

**Section 4. Use of Common Areas and Facilities.** The Common Areas may be scheduled with the Secretary of the Management Committee for use by an Owner and his guests for purposes such as family reunions, etc. During times when the Common Areas are not scheduled, they are available to Members of the Association on a first-come first-served basis. Owners and guests using the Common Areas are responsible for cleaning up any litter as a result of such use. Fees may be issued if area is not left clean and clear.

**Section 5. Right of Entry.** An Owner shall grant the right of entry to the Management Committee or to any other person authorized by the Management Committee in case of emergency originating in or threatening the Unit, whether the Owner is present at the time or not.

An owner shall permit other Owners, or their representatives, when so required, to enter the Unit for the purpose of installing, altering, or repairing mechanical or electrical services, provided that the requests for such entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergency, such right of entry shall be immediate.

**Section 6. Rules of Conduct.** No resident of the Project shall post any advertisements or posters of any kind in or on the Project except as authorized by the Management Committee, in which event all such signs shall be displayed in a tasteful manner.

Residents shall exercise care in making noise or using equipment, musical instruments, radios, television, and amplifiers that may disturb other residents. Orem City Curfew/Sound ordinances of quiet time from 10:30 p.m. to 7 a.m. every day are in effect.

Residents of the Units may keep one small animal (dog or cat) not to exceed 12 pounds. The animal must be approved by the Management Committee. An approval and agreement form must be signed before the animal is brought on to the property. Failure to control and clean up after animal will result in disciplinary action from the Committee. The Owner will be assessed a \$50 fee the first time that he/she is found not in compliance due to complaints, \$100 the second time, continuing to increase with each additional complaint.

Hanging of garments, rugs, and the like from the windows or from any of the facades of the Project is prohibited.

Throwing or placement of garbage or trash outside of the installation provided for such disposal in the service areas is prohibited.

**ARTICLE VI: AMENDMENTS**

These Bylaws may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by 75 percent (19 units) of the owners.

**ARTICLE VII: COMPLIANCE**

These Bylaws are set forth to comply with the requirements of the Act. In case there is any conflict between these Bylaws and the Act, the provisions of the Act will supersede and apply.

**ARTICLE VIII: OWNERSHIP CHANGES**

An Owner who mortgages his/her Unit shall notify the Management Committee of the name and address of his Mortgagee, and the Management Committee shall maintain such information.

An Owner who plans to sell his/her Unit shall notify the Management Committee. The new owner and/or realtor must have a copy of the Declaration and Bylaws before exchanging ownership. New owners will be required to sign that they understand and will comply with the rules stated herein. The seller will remain liable for costs and assessments until the buyer signs the form.